

## SCHEDULE

### PART I--THE SCHEDULE

#### Index

The Schedule consists of Section A (Solicitation/Contract Form), the Index of Schedule on page A-1, and Sections B-H:

<u>Section</u>	<u>Title</u>	<u>Page</u>
B	Supplies or Services and Prices .....	B-1
C	Description or Specifications or Work Statement .....	C-1
D	Preservation, Packaging and Marking .....	D-1
E	Inspection and Acceptance .....	E-1
F	Deliveries or Performance .....	F-1
G	Contract Administration Data .....	G-1
H	Special Contract Requirements.....	H-1
H-1	Allotment of Funds - Incrementally Funded Cost-Reimbursement Contract Other Than Cost-Sharing Contract .....	H-1
H-2	Propulsion System Management .....	H-2
H-3	JSF Air System Contractor (ASC) EMD Award Fee .....	H-6
H-4	T-1 and Affordability Improvement Curve .....	H-14
H-5	Integrated Master Plan / Integrated Master Schedule.....	H-16
H-6	Government Property for the Performance of this Contract (Cost- Reimbursement).....	H-17
H-7	Supplies to be Accorded Duty Free Entry .....	H-20
H-8	Disclosure of Information.....	H-20
H-9	Alternative Dispute Resolution.....	H-21
H-10	Preservation of Rights for Information Provided Electronically .....	H-21
H-11	Acquisition Streamlining Initiatives .....	H-21
H-12	Environmental Controls.....	H-22
H-13	Additional Definitions with Respect to "Aircraft Flight Risk" Clause.....	H-22
H-14	Incorporation of Changes with a Total Cost of Less Than \$500,000 .....	H-22
H-15	Performance Responsibility .....	H-23
H-16	Associate Contractor Agreement .....	H-25
H-17	Clauses Incorporated By Reference.....	H-26
I	Contract Clauses .....	I-1
J	List of Attachments .....	J-1
K	Representations, Certifications, and Other Statements of Offerors or Quoters .....	K-1
L	Instructions, Conditions, and Notices to Offerors or Quoters .....	L-1
M	Evaluation Factors for Award.....	M-1

SCHEDULE

SECTION B – SUPPLIES OR SERVICES

<u>Item</u>	<u>Supplies or Services</u>	<u>Quantity/ Purchase Unit</u>	<u>Unit Cost</u>	<u>Estimated Cost</u>
0001	Joint Strike Fighter (JSF) Engineering and Manufacturing Development Program	1 JB	NSP	See below
000101	JSF Engineering and Manufacturing Development Program U.S. Air Force Funding		NSP	
000102	JSF Engineering and Manufacturing Development Program U.S. Navy Funding		NSP	
000103	JSF Engineering and Manufacturing Development Program U.K. Funding		NSP	
000104	JSF Engineering and Manufacturing Development Program Other International Funding		NSP	
0002	Technical and Financial Data	1 LO	NSP	See Exhibit A
TOTAL ESTIMATED COST (CLINS 0001 – 0002)			<b>\$ PROVIDED BY OFFEROR</b>	
MAXIMUM AWARD FEE AVAILABLE (15%) (CLINS 0001 – 0002)			<b>\$ PROVIDED BY OFFEROR</b>	
TOTAL ESTIMATED COST PLUS AWARD FEE (CLINS 0001 –0002)			<b>\$ PROVIDED BY OFFEROR</b>	

## SCHEDULE

### SECTION C – DESCRIPTION OR SPECIFICATION OR WORK STATEMENT

The Contractor shall maintain quality assurance procedures with relation to drawings, documentation and changes in conformance with ISO 9001 guidelines in effect on the date of this contract. These procedures apply to all items.

Item 0001 – Supplies and services called for hereunder shall be in accordance with Section J, Attachment (1), “JSF Engineering and Manufacturing Development Statement of Work,” Section J, Attachment (2), “JSF Air System Contract Specification” dated INSERT DATE AT TIME OF CONTRACT AWARD, and Attachment (3), “Integrated Master Plan”.

Item 0002 - The information to be furnished hereunder shall be prepared and furnished in accordance with Attachment (1), “JSF Engineering and Manufacturing Development Statement of Work” and Exhibit A (Item 0002), Contract Data Requirements List (CDRL), DD Form 1423 or Contractor equivalent form.

## SCHEDULE

### SECTION D – PRESERVATION, PACKAGING, AND MARKING

Item 0001– Not applicable.

Item 0002 –

Preservation, packaging, and marking of unclassified information to be furnished under Exhibit A (Item 0002), CDRL, DD Form 1423, or Contractor equivalent form, shall be in accordance with the Contractor's best commercial practice. All unclassified information shall be delivered electronically via the JSF Virtual Enterprise.

Preservation, packaging and marking of classified information to be furnished under Exhibit A (Item 0002), CDRL, DD Form 1423 or Contractor equivalent form shall be in accordance with the National Security Program Operating Manual (DoD 5220.22-M) and Security Guidelines contained in the Contract Security Classification Specification, DD Form 254, Attachment (9). All classified information that is authorized for electronic transmission shall be delivered electronically via the appropriate Government network.

Marking of Documents – The Contractor shall use one of the following distribution statements, as appropriate, for marking documents:

DISTRIBUTION STATEMENT D. Distribution authorized to the Department of Defense (DoD) and U.S. DoD Contractors only (fill in reason) (date of determination). Other requests shall be referred to the JSFPO.

DISTRIBUTION STATEMENT E. Distribution authorized to DoD components only (fill in reason) (date of determination). Other requests shall be referred to the JSFPO. In accordance with DoD Directive 5230.24, the JSFPO, as the Controlling Office designated in the DoD Distribution Statement of this documentation/data, hereby authorizes the release of proprietary data to all Contractors that have executed a "Proprietary Information Agreement" between participating companies in the JSF Program.

## SCHEDULE

### SECTION E – INSPECTION AND ACCEPTANCE

Item 0001– Inspection of the supplies and services called for hereunder shall be performed at the Contractor's facilities by the Administrative Contracting Officer (ACO).

Item 0002 – Inspection and acceptance of the information to be furnished hereunder shall be in accordance with Exhibit A (Item 0002), CDRL, DD Form 1423 or Contractor equivalent form.

### SECTION E - CLAUSES INCORPORATED BY REFERENCE:

FAR 52.246-3	Inspection of Supplies – Cost-Reimbursement (APR 1984)
FAR 52.246-5	Inspection of Services – Cost-Reimbursement (APR 1984)
FAR 52.246-8	Inspection of Research and Development – Cost-Reimbursement (APR 1984)
FAR 52.246-11	Higher-Level Contract Quality Requirement (FEB 1999)

## SCHEDULE

### SECTION F – DELIVERIES OR PERFORMANCE

Item 0001 – The contract period of performance shall begin on the date of contract award and be completed within 126 months. The effort to be provided hereunder shall be performed in accordance with Attachment (3), “Integrated Master Plan.”

Item 0002 – The information to be furnished hereunder shall be in accordance with Exhibit A (Item 0002), Contract Data Requirements List, DD Form 1423 or Contractor provided equivalent.

### SECTION F - CLAUSES INCORPORATED BY REFERENCE:

FAR 52.242-10	F.O.B. Origin – Government Bills of Lading or Prepaid Postage (APR 1984)
FAR 52.242-11	F.O.B. Origin – Government Bills of Lading or Indicia Mail (FEB 1993)
FAR 52.242-15 and Alt 1	Stop Work Order (AUG 1989) Alternate I (APR 1984)
DFARS 252.242-7003	Application for U.S. Government Shipping Documentation/Instructions (DEC 1991)
DFARS 252.246-7000	Material Inspection and Receiving Report (DEC 1991)
FAR 52.247-30	F.O.B. Origin, Contractor’s Facility (APR 1984)
FAR 52.247-55	F.O.B. Point of Delivery of Government-Furnished Property (APR 1984)
FAR 52.247-65	F.O.B. Origin, Prepaid Freight—Small Package Shipments (JAN 1991)
FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (JUN 1997)
DFARS 252.247-7023	Transportation of Supplies by Sea (MAR 2000)
DFARS 252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000)

## SCHEDULE

### SECTION G - CONTRACT ADMINISTRATION DATA

1.0 Contract Administration Functions. Contract administration functions (FAR 42.302 and DFARS 242.302) are assigned to:

#### PROVIDED BY GOVERNMENT UPON CONTRACT AWARD

Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202):

None.

2.0 Designation of Contracting Officer's Representative. Pursuant to DFARS 252.201-7000, "Contracting Officer's Representative," the following representative is designated:

NOTE: The Contracting Officer's Representative (COR) is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

Joint Strike Fighter Program Office

Attn: PROVIDED BY GOVERNMENT UPON CONTRACT AWARD

1213 Jefferson Davis Highway, Suite 600

Arlington, VA 22202-4304

Telephone: PROVIDED BY GOVERNMENT UPON CONTRACT AWARD

Fax: PROVIDED BY GOVERNMENT UPON CONTRACT AWARD

3.0 Remittance Addresses. FAILURE TO ACCURATELY PROVIDE/UPDATE THE INFORMATION IN THIS SECTION MAY IMPACT PAYMENT.

3.1 Postal. Payments mailed by the Government shall be shipped to the following address:

#### PROVIDED BY OFFEROR

3.2 Electronic Funds Transfer (EFT). EFT payments shall be made to:

Payee: PROVIDED BY OFFEROR

Financial Institution Information: NAME AND ADDRESS PROVIDED BY OFFEROR

American Bankers Association Nine Digit

Account Number/Routing Transit Number: PROVIDED BY OFFEROR

Depositor Account Title: PROVIDED BY OFFEROR

Depositor Account Number: PROVIDED BY OFFEROR AS IDENTIFIED ON AN SF 3881  
"PAYMENT INFORMATION FORM"

SCHEDULE

4.0 Paying Offices. The paying office(s) that will make payments:

4.1 Applicable to CLINs 000101, 000102 and 0002:

**DFAS – TO BE PROVIDED BY GOVERNMENT UPON CONTRACT AWARD**

4.2 Applicable to CLIN 000103:

Paying Office  
DA (Budget Services)

4.3 Applicable to CLIN 000104:

Joint Strike Fighter Program Office  
Attn: JSF/BFA  
1213 Jefferson-Davis Hwy, Suite 600  
Arlington, VA 22202-4304

5.0 Instructions to Paying Offices.

5.1 Invoices submitted for payment that do not contain correct contract line item number (CLIN) and the ACRN information will be returned for correction. The Contractor shall bill at the informational sub-line item number (e.g., 000101) and submit invoices in accordance with the following instructions.

5.1.1 Applicable to CLIN 000101, 000102 and 0002: The original invoice shall be provided directly to the cognizant ACO for review and concurrence. The ACO shall provide the original and 1 copy of each invoice for review and payment to:

**PROVIDED BY GOVERNMENT UPON CONTRACT AWARD**

DFAS Columbus Center  
Attn: DFAS \_\_\_\_\_ Code: \_\_\_\_\_  
P.O. Box \_\_\_\_\_  
Columbus, OH 43218-\_\_\_\_\_

5.1.2 Applicable to CLIN 000103: The original invoice shall be provided directly to the cognizant ACO for review and concurrence. The ACO shall provide the original and 1 copy of each invoice for review and provisional approval to:

Joint Strike Fighter Program  
1213 Jefferson Davis Hwy., Suite 600  
Arlington, VA 22202-4304

5.1.3 Applicable to CLIN 000104: The original invoice shall be provided directly to the cognizant ACO for review and concurrence. The ACO shall provide the original and one copy of each invoice for review, approval and payment in U.S. dollars to:



## SCHEDULE

Joint Strike Fighter Program Office  
Attn: JSF/BFA  
1213 Jefferson-Davis Hwy, Suite 600  
Arlington, VA 22202-4304

5.2 Disbursement of Funds. The disbursement of funds will be by the CLIN/ACRN designation. When multiple ACRNs are used, disbursements will be made from the oldest funds within a CLIN first.

### 6.0 Invoice Instructions.

6.1 Submission of Invoices. (Cost-Reimbursement, Time-And-Materials, Labor-Hours, or Fixed-Price Incentive) (JUL 1992) and Alternative II (DEC 1996) (NAPS 5252.232-9001 & ALT I)

(a) "Invoice" as used in this clause includes Contractor requests for interim payment using public vouchers (SF 1034) but does not include Contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the Contractor to submit interim vouchers (including invoices and any necessary supporting documentation, in an original and 3 copies) directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the Contractor auditor. Additionally, a courtesy copy of every invoice shall be provided to the local audit agency, cognizant ACO and the program office. Addresses for DCAA and the JSFPO are as follows:

Defense Contract Audit Agency  
Address **PROVIDED BY GOVERNMENT UPON CONTRACT AWARD**

Joint Strike Fighter Program Office  
Attn: JSF-BFM  
1213 Jefferson Davis Highway, Suite 600  
Arlington, VA 22202-4304

(ii) Upon written notification to the Contractor, DCAA may rescind its authorization for the Contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice, the Contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the "Allowable Cost and Payment" clause of this contract.

(d) In addition to the information identified in FAR 52.232-25 "Prompt Payment", each invoice shall contain the following information as applicable:

- (1) CLIN
- (2) SLIN
- (3) ACRN

SCHEDULE

- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report", *is not required*.

(f) A Certificate of Performance *is not required*.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, allocation shall be by oldest funds within a CLIN or SLIN, if assigned first.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The Contractor shall provide an English translation if the vendor invoice is written in a foreign language.

SCHEDULE

7.0 Material

7.1 Material Control Activity. Requisitions for Government Furnished Material (GFM) except provisioned line items described below must be prepared in accordance with paragraph (d)(2) of the Clause H-6, "Government Property for the Performance of this Contract" and submitted to the following Material Control Activity:

Air Force Inventory Control Point  
Material Control Activities:

Navy Inventory Control Point  
Material Control Activity:

**PROVIDED BY GOVERNMENT UPON CONTRACT AWARD**  
700 Robbins Avenue  
Philadelphia, PA 19111-5098

PROVISIONED LINE ITEMS: Not Applicable.

SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

**H-1 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT  
CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR 5252.232-9516)  
(APR 1985) (DEVIATION)**

For the purposes of paragraph (b) of FAR Clause 52.232-22 "Limitation of Funds" clause of this contract--

- (i) the amount available for payment and allotted to this incrementally funded contract is **PROVIDED BY GOVERNMENT UPON CONTRACT AWARD.**
  - (a) the amount of US Air Force funds allotted to SLIN 000101 is \_\_\_\_\_
  - (b) the amount of US Navy funds allotted to SLIN 000102 is \_\_\_\_\_
  - (b) the amount of UK funds allotted to SLIN 000103 is \_\_\_\_\_
  - (c) the amount of Other Incremental funds allotted to SLIN 000104 is \_\_\_\_\_
- (ii) the items covered by such amount are Item(s) 0001 and 0002; and
- (iii) the period of performance for which it is estimated the allotted amount will cover is from **PROVIDED BY GOVERNMENT UPON CONTRACT AWARD.**

## SCHEDULE

### **H-2 PROPULSION SYSTEM MANAGEMENT**

This clause is included in the Joint Strike Fighter (JSF) Air System Contractor's (ASC's) and Pratt and Whitney's (P&W's) Engineering and Manufacturing Development (EMD) contracts, and General Electric Aircraft Engine's (GEAE's) JSF F120 Pre-EMD contract. P&W and GEAE are the Propulsion System Contractors (PSCs). This clause is included to promote a common understanding of the roles and responsibilities of all parties of the JSF Propulsion Integrated Product Team (IPT) and the IPT-Managed JSF Propulsion System processes that shall be used during the JSF Air System EMD Program.

(a) Requirements.

The P&W JSF119 and the GEAE JSF F120 propulsion systems shall be: interchangeable without Air Vehicle modification; functionally equivalent; and integrated and compatible with the JSF Air System (which includes the Air Vehicle and its Autonomic Logistics System). The JSF119 and JSF F120 propulsion systems shall be interchangeable within the JSF Air System throughout the life of the JSF Air System. The propulsion system is comprised of an engine and common propulsion hardware. The engine is defined as the inlet case to the turbine frame, and it shall be compatible with the common propulsion hardware throughout the life of the JSF Air System. Common propulsion hardware is defined as those parts of the propulsion system that operate as a part of either PSC's propulsion system.

(b) Propulsion IPT Management Roles and Responsibilities.

(1) The ASC shall have Total System Performance and Integration Responsibility (TSPIR), as defined in Special Contract Provision H-15, "Performance Responsibility." The ASC shall lead the JSF Propulsion IPT and all efforts required in the management of the optimization and integration of the interchangeable propulsion systems with the Air System. The ASC shall also lead the efforts required in the management of the optimization of the common propulsion hardware. The ASC shall ensure execution of the three-party Associate Contractor Agreement (ACA) described in paragraph (c) below; the Propulsion System Management Plan in (d) below; and the weight management philosophy in (e) below. The ASC shall also be responsible for providing a coordinated copy of the ACA to the Government for review and comment prior to ASC Contract award.

(2) P&W has Propulsion System Performance and Integration Responsibility (PSPIR), as defined in Special Contract Provision H-15, "Performance Responsibility" for the JSF119 Propulsion System. P&W shall work with the ASC to optimize and integrate the JSF119 Propulsion System into the Air System. P&W shall work with GEAE in defining, optimizing and integrating common hardware with the JSF119 and the JSF F120 to ensure interchangeable propulsion systems. P&W shall develop, qualify, and deliver the common propulsion hardware. P&W shall work with the ASC and GEAE to prepare and execute the three-party ACA described in paragraph (c) below. P&W shall be a member of the JSF Propulsion IPT.

## SCHEDULE

(3) GEAE, under its prime Pre-EMD contract and EMD\* contract, has PSPIR, as defined in Special Contract Provision H-15, for the JSF F120 Propulsion System. GEAE shall work with the ASC to optimize and integrate the JSF120 Propulsion System into the Air System. GEAE shall work with P&W in defining, optimizing and integrating common hardware with the JSF119 and the JSF F120 to ensure interchangeable propulsion systems. GEAE shall work with the ASC and P&W to prepare and execute the three-party ACA described in paragraph (c) below. GEAE shall be a member of the JSF Propulsion IPT.

(4) The Government will procure and deliver to the ASC the propulsion systems and data identified in the JSF Air System EMD Contract. The Government will procure and deliver to P&W the air vehicle hardware and data, and the JSF F120 hardware and data identified in its JSF119 EMD contract. The Government will procure and deliver to GEAE the air vehicle hardware and data, the common propulsion system and the JSF119 hardware and data identified in the GEAE JSF F120 Pre-EMD and EMD\* contracts. The Government will ensure that any conflicts in requirements of the JSF EMD Air System and JSF Propulsion System contracts are resolved expeditiously. The Government will have final decision authority for all propulsion system development issues. The Government will participate on the JSF Propulsion IPT to obtain the necessary insight into the management of the optimization and integration of the propulsion systems.

(c) Associate Contractor Agreement.

The propulsion system development and integration responsibilities of the ASC, P&W and GEAE shall be set forth in a three-party Associate Contractor Agreement (ACA). In addition to complying with all requirements in Special Contract Provision H-16 "Associate Contractor Agreement," the ACA shall embody the following requirements:

(1) Incorporate the ASC's JSF Propulsion System Management Plan, per paragraph (d) below, which details the Propulsion System development and integration responsibilities as well as management processes of the ASC, P&W, and GEAE.

(2) Incorporate by reference the JSF Propulsion System Contract Specifications and Engine Interchangeability Common Hardware Interface Control Document for the P&W and GEAE propulsion systems as agreed to between the parties, and set forth as a Contract Attachment in each propulsion system contract.

(3) Provide for direct liaison, and electronic interchange and delivery of schedule data to all parties as required.

(4) Provide for the preparation and electronic delivery of propulsion system data to the ASC for use in the Air System Lifecycle Plan.

(5) Provide for the preparation of specific engine operation instructions to be submitted to the ASC and the Government.

(6) Provide for the review of Air System Technical Orders and Flight Manuals to evaluate the effects on aircraft and engine installation and operation.

## SCHEDULE

(7) Provide for the evaluation and review by the appropriate parties of the effect on engine installation or operation of any proposed change in the air system or either propulsion system.

(8) Provide for the preparation of field surveys for each proposed propulsion system specification change that affects air system engine installation or operation. Each survey submitted to the Government shall include the PSC's request for approval and copies of the ASC's comments to proposed changes.

(9) Provide for electronic communication between the PSCs and the ASC to address questions and answers through the use of "Coordination Memos," with copies provided to the Air System and Propulsion System CORs via the JSF Virtual Enterprise.

(10) In the event of conflict between the ACA and the contract, the contract shall take precedence.

(d) Propulsion System Management Plan

The ASC, as lead for the IPT-Managed JSF Propulsion System, shall coordinate agreement of and document the management roles and responsibilities of all four parties, identified in paragraph (b) above, necessary to allow successful integration of the propulsion system into the air system including the implementation and update of the Interface Control Documents (ICD's) between the ASC and each PSC and between the two PSCs.

The ASC shall also provide an outline of management processes for assessing and resolving interface problems using optimization of the air system, support system, and total government ownership cost as the primary trade criteria. Other ASC defined processes shall include, but not be limited to: issue resolution; weight management; configuration and interface control between the air system, the propulsion system, and the common propulsion hardware; ICD updates; communication and coordination; and PSC contract specification changes.

The ASC shall manage the above processes through establishment of a Program Leadership Team (PLT), Propulsion Control Boards (PCBs), Propulsion System Integration Boards (PSIBs) and a Propulsion Associate Contractor Working Group (ACWG) as described below:

(1) JSF Propulsion Leadership Team. A JSF PLT shall be established to provide overall JSF propulsion program guidance and resolve major programmatic issues not resolved at the PCB or ACWG. Membership on the PLT will include the ASC Propulsion IPT Leader (Chair), Government Propulsion IPT Leader, P&W JSF Program Director, and GEAE JSF Program Director as voting members.

(2) Propulsion Control Board. Separate JSF119 and JSF F120 PCBs shall be established to manage the integration of each propulsion system with the air system, and to ensure that the P&W EMD Program and the GEAE Pre-EMD and EMD\* Programs support the ASC EMD Program. Each PCB shall also monitor the progress of its Propulsion system contract and resolve issues not resolved by its PSIB or its PSC IPT. The PCB membership will include representatives from the ASC (Chairman), the Government, and P&W for the JSF119 PCB or GEAE for the JSF F120 PCB.

## SCHEDULE

(3) Propulsion System Integration Board. Separate JSF119 and JSF F120 PSIBs shall be established to resolve interface issues between the Air System and each Propulsion System. The PSIB will also ensure the exchange of data and information among the parties necessary to optimize propulsion system installation. The PSIB membership will include representatives from the ASC (Chairman), the Government, and P&W for the JSF119 PSIB or GEAE for the JSF F120 PSIB.

(4) Propulsion Associate Contractor Working Group. A JSF Propulsion ACWG shall be established to facilitate the interchangeability of the JSF119 and JSF F120 engines with the common propulsion hardware. The focus of the ACWG will be to resolve issues involving the integration of the common propulsion hardware with the JSF119 and JSF F120 Propulsion Systems in order to achieve engine interchangeability. The ACWG will also ensure the exchange of data and information among the parties necessary to achieve engine interchangeability. The JSF Propulsion ACWG membership will include representatives from the ASC (Chairman), the Government, P&W and GEAE.

(e) Weight.

Solely for weight-related issues, all parties understand and agree that: 1) P&W will have met its obligation under its JSF Propulsion System EMD contract and the Government will have met its obligation under the JSF ASC EMD contract if flight test propulsion systems are delivered to the ASC with a weight less than or equal to the Not To Exceed Weights (CTOL \_\_\_\_ lbs, CV \_\_\_\_ lbs, STOVL \_\_\_\_ lbs **VALUES TO BE INSERTED BY GOVERNMENT AT CONTRACT AWARD FROM THE P&W PROPULSION SPECIFICATION**); 2) the Government will not seek an equitable adjustment from P&W if the flight test propulsion systems are delivered to the ASC with a weight less than or equal to the Not To Exceed Weights; 3) the ASC shall not be entitled to an equitable adjustment to the cost, schedule, JSF Air System Contract Specification, award fee criteria or other requirements of the Air System contract if the flight test propulsion systems are delivered to the ASC with a weight less than or equal to the Not To Exceed Weights; and 4) the ASC may be entitled to an equitable adjustment if the flight test propulsion systems are delivered to the ASC with a weight greater than the Not To Exceed Weight.

\* Reference to an F120 EMD contract in no way implies or otherwise provides assurance that the Government will award an F120 EMD contract to GEAE and shall not be deemed an obligation of the Government.



## SCHEDULE

### **H-3 JSF AIR SYSTEM CONTRACTOR EMD AWARD FEE**

#### **I. INTRODUCTION**

This clause describes the criteria and procedures the JSFPO will use to make a judgmental assessment of the Contractor's performance for purposes of recommending to the Fee Determining Official (FDO) the amount of Award Fee the Contractor has earned. This amount of award fee earned, and the methodology used for determining its value, are unilateral decisions made solely at the discretion of the Government. There is no base fee associated with this contract. The total available award fee is specified in Section B of the contract.

#### **II. AWARD FEE INTEGRITY**

Although it is the Government's unilateral right to determine the amount of award fee earned, it is the Government's intent to provide the Contractor with as much insight into the process as appropriate. Every effort will be made by the JSFPO to ensure fairness of evaluation, as well as prompt and consistent feedback to the Contractor.

#### **III. AWARD FEE EVALUATION OVERVIEW**

The Government will evaluate the Contractor's performance in accordance with the Award Fee Schedule provided in paragraph IV below. The assessment of the contractor's performance for determination of award fee contains both subjective (Paragraph VII.A.) and objective (Paragraph VII.B.) elements.

During Award Fee Period 1, the Government will finalize the Award Fee Schedule in paragraph VII. A., "Affordability (Excluding T-1 and Affordability Improvement Curve), Technical, Management, and Developmental Cost Control," below with Contractor input. During this same period, the Government will finalize only the Total Available Award Fee Row of Paragraph VII. B., "T-1 and Affordability Improvement Curve."

During the period beginning at contract award and continuing through Critical Design Review (CDR), the Government will finalize the Award Fee Schedule in paragraph VII. B., "T-1 and Affordability Improvement Curve," below with Contractor input.

The determination of the amount of award fee paid to the Contractor, if any, in each evaluation period shall be based upon the Contractor's performance judged in light of the JSF Air System Award Fee Categories set forth in paragraph IV and the Award Fee Evaluation Criteria set forth in paragraph V below. The Comprehensive Award Fee Rating to be used by the Government is set forth in paragraph VI.

#### **IV. JSF AIR SYSTEM AWARD FEE CATEGORIES AND AREAS OF EMPHASIS**

The award fee evaluation will cover the Award Fee Categories set forth below. This evaluation approach reflects the balanced approach desired to deliver the final EMD product on cost, within specification, and on schedule, as well as timely development of a reliable process to ensure that program affordability goals (URF) are met.

## SCHEDULE

The Award Fee Categories will vary in importance based on significant events planned for each evaluation period. The Award Fee Evaluation Criteria described in paragraph VII below are designated for each evaluation period. At least 30 days prior to the start of each new evaluation period, the PCO may issue additional specific guidance in writing to the Contractor concerning those areas on which the Contractor should focus during the new evaluation period. (See paragraph XI. for the first evaluation period areas of focus.) The Government will evaluate and provide a rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory to the FDO at the Award Fee Category Level. The FDO will then determine a single Comprehensive Award Fee Rating of the Contractor's performance, which will be related to the percent of award fee paid. For evaluation purposes, the Government will consider the Areas of Emphasis identified below, but shall not assign them individual ratings.

### Award Fee Category

### Area of Emphasis

Affordability:	Reduction in development, production and ownership cost Affordability Assessment Process (Contract Award through CDR) Affordability Improvement Curve (CDR through Contract Completion)*
Management:	Responsiveness Schedule Subcontract Management (includes small business utilization)
Technical:	Air System Development Air System Software Development
Developmental Cost Control:	EVMS Implementation Actual Contract Performance

- **To be assessed in accordance with H-4 T-1 and Affordability Improvement Curve**

## V. AWARD FEE EVALUATION CRITERIA

### A. Affordability.

This evaluation area focuses on efforts toward and success in achieving a Reduction In Development Costs, Production Costs, and Costs Of Ownership During EMD; Successful Development And Implementation of an Affordability Assessment Process (Contract Award through CDR); and Demonstrated Performance in Meeting Affordability Improvement Curve (CDR through Contract Completion) Targets. See Attachment (7) for the adjective definitions and descriptions.

### B. Management.

This evaluation area focuses on Contractor Responsiveness, Schedule, and Subcontract Management (including small business utilization). See Attachment (7) for the adjective definitions and descriptions.

## SCHEDULE

### C. Technical.

This area focuses on Air System Development and Air System Software Development during EMD. See Attachment (7) for the adjective definitions and descriptions.

### D. Developmental Cost Control.

Developmental Cost Control includes EVMS implementation and actual contract performance. See Attachment (7) for the adjective definitions and descriptions.

## VI. JSF AIR SYSTEM COMPREHENSIVE AWARD FEE RATING

The FDO will determine a single Comprehensive Award Fee Rating of the Contractor's performance, which will be related to the percent of award fee paid. The relationship between rating and award payment is shown below:

COMPREHENSIVE AWARD FEE RATING	Range of Award Fee Payable (%)
Exceptional	93 - 100
Very Good	81 - 92
Satisfactory	71 - 80
Marginal	51 - 70
Unsatisfactory	0

## SCHEDULE

### VII. AWARD FEE SCHEDULE

#### A. Affordability (Excluding T-1 and Affordability Improvement Curve), Technical, Management, and Developmental Cost Control

	<u>Award Fee Period</u>	<u>Key Events</u>	<u>Available Award Fee</u>
1	6 months after contract award	IBR	\$50,000,000.00
2	12 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
3	18 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
4	24 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
5	30 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
6	36 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
7	42 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
8	48 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
9	54 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
10	60 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
11	66 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
12	72 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
13	78 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
14	84 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
15	90 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
16	96 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
17	102 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
18	108 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
19	114 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
20	120 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
21	126 months after contract award	DESIGNATED DURING PERIOD 1	DESIGNATED DURING PERIOD 1
	TOTAL AVAILABLE AWARD FEE		GOVERNMENT WILL DESIGNATE DURING PERIOD 1

## SCHEDULE

### B. T-1 AND AFFORDABILITY IMPROVEMENT CURVE

	<u><b>AWARD FEE PERIOD</b></u>	<u><b>TOLERANCE BAND BY VARIANT</b></u>	<u><b>AVAILABLE AWARD FEE</b></u>		
			CTOL	STOVL	CV
1	36 months after contract award	T-1 Value and Affordability Improvement Curve + TBD%	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR
2	48 months after contract award	T-1 Value and Affordability Improvement Curve + TBD%	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR
3	60 months after contract award	T-1 Value and Affordability Improvement Curve + TBD%	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR
4	72 months after contract award	T-1 Value and Affordability Improvement Curve + TBD%	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR
5	84 months after contract award	T-1 Value and Affordability Improvement Curve + TBD%	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR
6	96 months after contract award	T-1 Value and Affordability Improvement Curve + TBD%	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR
7	108 months after contract award	T-1 Value and Affordability Improvement Curve + TBD%	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR
8	120 months after contract award	T-1 Value and Affordability Improvement Curve + TBD%	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR	DESIGNATED PRIOR TO CDR
<b>TOTAL AVAILABLE AWARD FEE</b>			GOVERNMENT WILL DESIGNATE DURING PERIOD 1	GOVERNMENT WILL DESIGNATE DURING PERIOD 1	GOVERNMENT WILL DESIGNATE DURING PERIOD 1

If, in any Award Fee Period, the Contractor fails to demonstrate achievement of the T-1 Value and Affordability Improvement + Tolerance Band By Variant established above for any variant, the award fee amounts shall not be paid for any variant during that period. However, the Contracting Officer shall authorize payment of all previously unearned award fee amounts if the funds are available for obligation for these purposes, in the final award fee period if the actual EMD URF cost curve for each variant is on or below the Affordability Improvement Curves established in Clause H-4, "T-1 and Affordability Improvement Curve."

## SCHEDULE

### VIII. NOTIFICATION OF CHANGES

Prior to the beginning of any evaluation period, the Government reserves the right to unilaterally change the Award Fee Evaluation Criteria, period duration, distribution of remaining award fee dollars, and other matters covered in this clause by written notice from the Procuring Contracting Officer (PCO) to the Contractor. The Government will attempt to coordinate changes to future evaluation periods with the contractor 30 days prior to the start of the award fee period.

Changes affecting a current evaluation period will be mutually agreed upon by the Government and the Contractor. However, in the event that any of the key program events or significant accomplishments scheduled within a current evaluation period are not completed during that period, the Government shall have the unilateral right to adjust the Award Fee Schedule to retain the relative importance of those program milestones as envisioned prior to the beginning of the current award fee period. For mutually agreed to changes in the current period Award Fee Evaluation Criteria, the contractor will be formally notified by the PCO not later than 1 working day before they take effect.

### IX. RESERVE AWARD FEE POOL

The FDO may determine from time to time that any unearned fee dollars (not associated with the post-CDR H-4, T-1 and Affordability Improvement Curve) be set aside in a separate reserve award fee pool. The Government is under no obligation to make any of this reserve award fee pool available to the Contractor. However, the FDO may decide it is in the Government's best interest and in support of the objectives of this contract to add the reserve award fee pool to the overall award fee pool or to make the reserve award fee pool available to target improvement in an area not currently identified in paragraph VII of this award fee clause. If the FDO makes a part, or all of the reserve award fee pool available to target improvement in an area not currently identified in paragraph VII of this award fee clause, the PCO will attempt to notify the Contractor in writing at least 30 days prior to the beginning of the award fee period during which the Government will implement the change. The written notification to the Contractor will identify the additional dollar amount, the newly targeted area, the appropriate Evaluation Criteria, and the milestones and/or periods during which the award fee may be earned.

### X. ADMINISTRATION

The Contractor shall present a final self-assessment briefing to the Award Fee Board within 10 days of the last day of each evaluation period. This briefing shall be no more than 10 pages and 1 hour long. P&W and GEAE will have an opportunity to present an assessment briefing of the Contractor's performance within 10 days of the last day of each evaluation period. The ASC will also be afforded the opportunity to present an assessment briefing of the Propulsion System Contractors' (PSC) performance within 10 days of the last day of each PSC's evaluation period. These briefings shall be no more than 5 pages and 30 minutes long, and limited to the criteria specified below:

#### ASC Assessment by P&W and GEAE

Management:	Responsiveness
Technical:	Air System Development (limited to the following areas)
	Propulsion/Air System Integration and Management
	Autonomic Logistics System

## SCHEDULE

### Engine Interchangeability Air System Software Development

P&W Assessment by ASC - The contractor will be expected to provide an assessment of P&W in the following areas:

Management:	Responsiveness
Technical:	Propulsion/Air System Integration
	Autonomic Logistics System
	Engine Interchangeability

GEAE Assessment by ASC – The contractor will be expected to provide an assessment of GEAE in the following areas:

Management:	Responsiveness
Technical:	Propulsion/Air System Integration
	Autonomic Logistics System
	Engine Interchangeability

Notification to the Contractor of the fee determination will be via PCO letter no later than 30 days after the last day of each evaluation period. The notification letter will include a summary of the Contractor's performance and the overall award fee percentage earned for the evaluation period. The notification will include, when warranted, the amount of additional fee awarded in recognition of additional significant contractor accomplishments in accordance with paragraph IX. The Government will also conduct a formal briefing/feedback session with the Contractor. The PCO will execute a contract modification for the award fee amount no later than 40 days after the last day of each evaluation period.

## **XI. ADDITIONAL GUIDANCE CONCERNING THE GOVERNMENT FOCUS DURING THE FIRST EVALUATION PERIOD**

During this period, in relation to criteria set forth in paragraphs IV and V above, the Government Award Fee Evaluation will focus on demonstrated performance in the following areas:

- Affordability:
  - Definition and development of a methodology for establishing a starting value (T-1) for the Average Unit Production Price that will be tracked and assessed against an Affordability Improvement Curve in future award fee periods.
  - Definition and implementation of an affordability management process that includes the establishment of affordability goals and a recurring assessment of cost performance through the use of jointly established metrics. The process must address the affordability of the JSF Air System from a life cycle cost (LCC)/Total Ownership Cost (TOC) perspective, balanced across development, production and sustainment.

## SCHEDULE

- Management:
  - Support for Government development of the Award Fee Plan.
  - Establishment of processes to ensure coordination and cooperation within the IPT environment including all Government/Commercial participants of the JSF Program.
  - Establishment of business practices that support orderly air system evolution.
  - Development and implementation of a realistic manpower staffing plan.
  - Development of an executable security clearance plan.
  - Development and implementation of incentives to subcontractors to reduce development, production and ownership costs.
  - Validation of key subcontractor's Earned Value Management Systems (EVMS).
  - Surveillance and monitoring of key subcontractor's EVMS.
  - Development and implementation of processes to ensure accurate, timely and complete integration of subcontractor's cost data.
  - Implementation of a realistic Integrated Master Plan (IMP) and Integrated Master Schedule (IMS).
  - Development of a fully integrated management information system that interfaces with the JSF Virtual Enterprise and includes the IMP, IMS, PMB, EVMS, etc.
- Technical:
  - Establishment of technical performance measures to track air system performance requirements.
  - Development and implementation of a risk management process.
  - Development of an air system architecture to include consistent functional, hardware, software, and information partitions to meet operational timelines.
  - Development and application of a consistent air system wide software development approach.
    - Definition and implementation of a common software engineering environment for Air System software.
    - Definition and implementation of a software reuse approach to maximize cost effective software reuse.
    - Development of common air system software measures to include tracking of software costs.
    - Development, implementation and utilization of software staffing metrics.
  - Identification of system interfaces particularly external interfaces not under contractor's control.
  - Definition and implementation of a mass properties management approach.
- Developmental Cost Control:
  - Planning of all work scope for the program to completion.
  - Development of processes to forecast and analyze variances from the performance measurement baseline and implement corrective action planning to mitigate impacts.
  - Establishment of the Performance Measurement Baseline, with focus on realistic approach to work package and manpower planning, assignment of earned value methodologies, and maintenance of the baseline.
  - Conduct an Integrated Baseline Review.
  - Utilization of the cost control system in day-to-day management of the program.



## SCHEDULE

### **H-4 T-1 AND AFFORDABILITY IMPROVEMENT CURVE**

Beginning at contract award and continuing through Critical Design Review (CDR), the Contractor shall develop an Affordability Assessment Process that shall culminate in the development of a T-1 value and the associated Affordability Improvement Curves for each of the three JSF variants (CTOL, STOVL and CV) that achieve the following Affordability Improvement Curve Anchor Points:

<u>VARIANT</u>	<u>Affordability Improvement Curve Anchor Points (GFY 94 \$)</u>
CTOL	\$28,000,000
STOVL	\$32,500,000
CV	\$34,500,000

After CDR, these T-1 values and associated Affordability Improvement Curves will be used as the basis to objectively measure progress toward meeting the JSF affordability goals for purposes of making award fee determinations. These T-1 values and associated Affordability Improvement Curves with associated tolerance bands shall be incorporated into the award fee provisions of the contract at CDR via a bilateral modification. This modification will also establish a process to compare actual EMD cost experience to the negotiated projected curve for purposes of establishing award fee. This modification will incorporate the T-1 values and associated Affordability Improvement Curves into the contract using the following clause framework:

---

#### (a) General

This clause identifies and implements the JSF Air System T-1 values and associated Affordability Improvement Curves to achieve the following Affordability Improvement Curve Anchor Points:

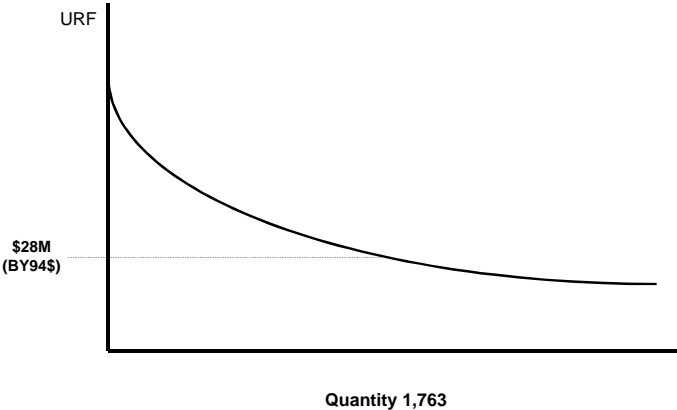
<u>VARIANT</u>	<u>Affordability Improvement Curve Anchor Points (GFY 94 \$)</u>
CTOL	\$28,000,000
STOVL	\$32,500,000
CV	\$34,500,000

#### (b) T-1 and Affordability Curves

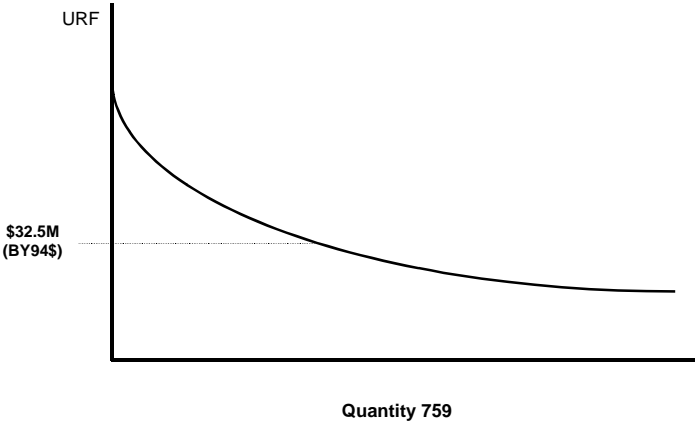
The T-1 and Affordability Improvement Curves shall include manufacturing costs (labor, material, and overheads), general and administrative costs, cost of money, and profit. The following graphical examples depict the T-1 and Affordability Curve values for CTOL, STOVL, and CV over the life of the program.

SCHEDULE

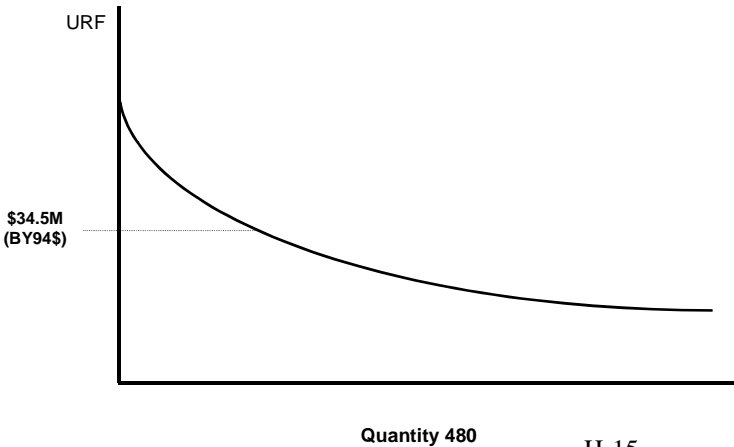
CTOL Notional Curve



STOVL Notional Curve



CV Notional Curve



## SCHEDULE

### (c) Changes to T1 and Affordability Curve

To account for events that were not reasonably foreseeable at the time the T-1 value and Affordability Improvement Curves were originally established, the T-1 values and associated Affordability Curves established herein may be adjusted for changes in the following areas: production quantity, lot size, schedule, specification, and SOW. Additionally, the T-1 values and associated Affordability Improvement Curves established herein may be adjusted for changes directed by the Government that are inconsistent with the assumptions established during development of the Affordability Assessment Process (from Contract Award through CDR), utilized to generate the T-1 and Affordability Improvement Curves in paragraph (b) above, and set forth in Attachment (**TO BE DESIGNATED BY GOVERNMENT PRIOR TO CDR**).

Upon demonstration by either party that one or more changes described above has occurred, an adjustment to the affected T-1 value(s) and associated Affordability Improvement Curve(s) established in paragraph (b) may be made upward or downward. The Contractor shall submit a request for Affordability Improvement Curve adjustment with sufficient detail to substantiate a change to the curves within 45 days of the occurrence of the change action. Certified cost and pricing data is not required for the substantiation. Any adjustment to the T-1 and Affordability Improvement Curves shall be incorporated into the contract via a bilateral contract modification.

## **H-5 INTEGRATED MASTER PLAN AND INTEGRATED MASTER SCHEDULE**

(a) GENERAL DESCRIPTION: The IMP and IMS are documents which provide insight into the process and related schedules associated with accomplishing the design, development, fabrication, testing and delivery and support of the JSF Air System. The primary consideration in the application of the IMP and IMS is to field a JSF Air System that meets the contract specifications within the affordability constraints of the program.

(b) DEFINITION OF TERMS: The IMP is divided into three categories: Events, Significant Accomplishments, and Accomplishment Criteria, as defined below. The IMS consists of the Detail Tasks and Calendar Schedule relating to the IMP, as defined below:

- (1) Event (IMP) – The conclusion/initiation of an interval of major program activity.
- (2) Significant Accomplishment (IMP) – Desired result at a specified event which indicates a level of design maturity (or progress) directly related to each product/process.
- (3) Accomplishment Criteria (IMP) – A definitive measure/indicator that the level of maturity (or progress) has been achieved.
- (4) Detailed Tasks (IMS) – Detailed work effort to be completed in support of a specific significant accomplishment
- (5) Calendar Schedule (IMS) – Detailed schedule (dates) or the work effort to be completed.

(c) FLOW DOWN IMP and IMS: The Contractor shall flow down the requirements for preparation of an IMP and IMS to the major/critical subcontractors and vendors.

(d) CHANGES TO THE IMP: The IMP is Attachment (3) to the contract. Changes to the IMP can only be made by the Contractor if agreed to by the Government.

## SCHEDULE

### **H-6 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (COST-REIMBURSEMENT) (NAVAIR 252.245-9501) (APR 1998)**

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities, as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and subcontracts of any tier issued hereunder:

#### **SEE ATTACHMENT (5)**

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the Contractor or his Subcontractors on the date of award of this contract).

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property, material and agency peculiar property identified in (c)(2) through (c)(5) to the Contractor. The Contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101): **SEE ATTACHMENT (5)**

(3) Special Test Equipment (as defined in FAR 45.101): **SEE ATTACHMENT (5)**

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

#### **As listed in Program Introduction Document # PROVIDED BY OFFEROR dated PROVIDED BY OFFEROR**

While operating from or on Government facilities provided to the Contractor under this provision, the Contractor shall comply with all local safety and environmental protection rules of the Government facility.

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the Contractor or any of its subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): **SEE ATTACHMENT (5)**

## SCHEDULE

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

- (A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;
- (B) the agency peculiar property shall be accounted for under this contract; and
- (C) upon completion or termination of this contract, the Contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. [This paragraph covers Government-owned material and agency peculiar property furnished to the Contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation into items to be delivered under this contract (e.g., Master Government-Furnished Equipment List (MGFEL)).]

(1) Subject to the provisions of the "Government Property" clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized, as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301): **SEE ATTACHMENT (5)**

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The Contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedure (MILSTRIP) for Defense Contractors," DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The Contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the Contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): **SEE ATTACHMENT (5)**

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a Contractor but not transferred to his possession--for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture, or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the

## SCHEDULE

Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations:

**As listed in Program Introduction Document # PROVIDED BY OFFEROR**  
**dated PROVIDED BY OFFEROR**

While operating from or on Government installations provided to the Contractor under this provision, the Contractor shall comply with all local safety and environmental protection rules of the Government installation.

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property:

		Bailment Agreement Under Which Accountable
(2) Description	Serial No.	

**SEE ATTACHMENT (5)**

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45-309.

(j) Limitation. This clause does not authorize the Contractor to acquire any property for the Government.

(k) The Contractor represents that the estimated cost and fee, if any, and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e), and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the Contractor will be entitled to an

## SCHEDULE

equitable adjustment to the terms of this contract in accordance with the procedures provided for in the "Changes" clause hereof as a result of such decrease; provided, however, that if any such decrease is due to the failure of the Contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

### **H-7 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998) (DFARS 252.225-7008)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

### PROVIDED BY OFFEROR

### **H-8 DISCLOSURE OF INFORMATION (DFARS 252.204-7000) (DEC 1991) (DEVIATION)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any effort directly related to the JSF Program unless—

- (1) The JSFPO has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. "Information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers. The Contractor shall submit the original and 1 copy of the material proposed for release to the JSFPO at the following address:

Joint Strike Fighter Program Office  
Attn: ASC CONTRACTING OFFICER'S REPRESENTATIVE DESIGNATED BY  
GOVERNMENT UPON CONTRACT AWARD  
1213 Jefferson Davis Highway, Suite 600  
Arlington, VA 22202-4304

Where practicable, requests and the specific information may be provided to the COR using an electronic medium appropriate for the security level of the information being transmitted. The Contractor shall

## SCHEDULE

submit its request to the Contracting Officer's Representative at least 15 working days before the proposed date for release.

(c) The Contractor shall include a statement indicating the project or effort depicted was or is sponsored by:

JSFPO  
Arlington, VA 22202

(d) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer's Representative.

### **H-9 ALTERNATIVE DISPUTE RESOLUTION**

The parties entered into an agreement on 28 September 1999 entitled "Memorandum of Understanding Between The Joint Strike Fighter Program Office and the JSF Team at INSERT OFFEROR'S NAME Concerning Use of Alternative Dispute Resolution Processes." The Agreement affirms the use of Alternative Dispute Resolution as the preferred approach in settling contract disputes. In recognition of the foregoing, the parties confirm the mutual commitment to consider the use of Alternative Dispute Resolution processes in accordance with the principles set forth in the Memorandum of Understanding to avoid/resolve disputes under this contract.

### **H-10 PRESERVATION OF RIGHTS FOR INFORMATION PROVIDED ELECTRONICALLY**

Information, whether delivered under any CDRL or contractor equivalent form of this contract or in response to Attachment (1), "JSF Engineering and Manufacturing Development Statement of Work," provided via the JSF Virtual Enterprise that would be deemed Technical Data under DFARS 252.227-7013, "Rights In Technical Data—Noncommercial Items," or Software and Software Documentation under DFARS 252.227-7014, "Rights in Noncommercial Software and Noncommercial Software Documentation," if it were delivered in written form, shall not lose its status as technical data, software or software documentation solely because access by the Government or delivery by the Contractor is by electronic means. The rights of the parties shall be as specified in DFARS 252.227-7013 and DFARS 252.227-7014.

### **H-11 ACQUISITION STREAMLINING INITIATIVES**

The Contractor may submit a proposal for acquisition streamlining initiatives at any time during the performance of this contract. However, any acquisition streamlining initiatives proposed by the Contractor must be accompanied by supporting information. Such information must include cost and pricing data (if required by regulation), a risk assessment, and cost/benefit tradeoff analyses which clearly show that the proposed initiatives are cost effective and comply with law and regulation. The Government, at its sole discretion, may accept those acquisition-streamlining initiatives it considers desirable and modify the contract to incorporate those changes.



## SCHEDULE

### **H-12 ENVIRONMENTAL CONTROLS (JAN 1991) (NAVAIR 5252.223-9500)**

FOR CONTRACTS OR SUBCONTRACTS PERFORMED WITHIN THE JURISDICTION OF THE SAN DIEGO, CALIFORNIA AIR POLLUTION CONTROL DISTRICT (IMPLEMENTED PURSUANT TO STIPULATED CONDITIONAL ORDER OF ABATEMENT [PETITION NO. 1371] ISSUED BY THE SAN DIEGO, CALIFORNIA AIR POLLUTION CONTROL DISTRICT AND AGREED TO BY THE NAVY):

Notwithstanding that the contract may require the use of paints or coatings which do not meet state or district requirements for reduced volatile organic compounds (VOCs), the Contractor must comply with all federal, state, and local regulatory requirements respecting air quality and emission limitations. It remains the Contractor's responsibility to meet the requirements for reduced VOCs even where to do so will require the use of engineering controls or other special painting equipment.

### **H-13 ADDITIONAL DEFINITIONS WITH RESPECT TO "AIRCRAFT FLIGHT RISK" CLAUSE (DFARS 252.228-7002) (SEP 1996)**

For the purpose of DFARS 252.228-7002 "Aircraft Flight Risk" clause, paragraph (a)(2)(i) for Conventional Take-off and Landing (CTOL) aircraft, paragraph (a)(2)(ii) for the Carrier Version (CV) aircraft, and paragraph (a)(2)(iv) for the Short Take-off Vertical Landing (STOVL) aircraft are hereby made applicable to all aircraft furnished under this contract.

### **H-14 INCORPORATION OF CHANGES WITH A TOTAL COST OF LESS THAN \$500,000**

In order to minimize the administrative effort under this contract, changes submitted by the Contractor and approved by the PCO, each of which would result in an cumulative change of less than \$500,000 (as defined in FAR 15.403-4(a)(1)(iii)) to the total estimated cost plus award fee of the contract shall result in no adjustment to the estimated cost, or award fee pool. All changes greater than or equal to \$500,000 will result in an equitable adjustment to the contract's estimated cost and award fee pool.

In no event shall the total value of changes under \$500,000 exceed \$50,000,000. If the total value of "under limit" changes exceed \$50,000,000, then all future changes, regardless of value, will generate an adjustment to the contract estimated cost and award fee pool.

## SCHEDULE

### **H-15 PERFORMANCE RESPONSIBILITY**

#### **1. DEFINITIONS:**

The JSF Air System is composed of air vehicle and autonomic logistic systems and interfaces to mission planning and other systems external to JSF.

Air Vehicle as defined in Attachment (2), "JSF Air System Contract Specification."

Autonomic Logistics System as defined in Attachment (2), "JSF Air System Contract Specification."

JSF Propulsion System as defined in Clause H-2, "Propulsion System Management."

Common Propulsion Hardware as defined in Clause H-2, "Propulsion System Management."

#### **2. PERFORMANCE RESPONSIBILITY:**

##### **A. Air System:**

The Air System Contractor (ASC) shall have Total System Performance and Integration Responsibility (TSPiR) for the entire JSF Air System as defined above. TSPiR is the responsibility for ensuring that the overall performance of the JSF Air System meets all requirements defined in the Contract Schedule, Attachment (1), "JSF Engineering and Manufacturing Development Statement of Work," Attachment (2), "JSF Air System Contract Specification," and Attachment (3), "Integrated Master Plan." TSPiR includes integration of all systems, subsystems, and components whether furnished by the Government, managed by the Government or its designated agent, or commercially acquired. Additionally, the ASC is responsible for ensuring the JSF Air System, including its operational concepts and autonomic logistics system, is optimized for post-EMD production and deployment.

Integration responsibility shall include the monitoring of all associate contractor and government systems and infrastructure activities. Monitoring shall include the timely notification and recommendation of mitigation efforts to the Government for risks resulting from schedule, technical, or resource conflicts with these systems and infrastructure activities to ensure the JSF Air System is fully compatible with and integrated into existing and future systems and infrastructure (i.e. training, support, C4ISR, mission planning and other off-board systems) in such a manner as to ensure that the Contract Schedule, Attachment (1), "JSF Engineering and Manufacturing Development Statement of Work," Attachment (2), "JSF Air System Contract Specification," and Attachment (3), "Integrated Master Plan" requirements are met.

Finally, the ASC is responsible for leading the management of the optimization and integration of the IPT managed propulsion system(s) as set forth in Clause H-2, "Propulsion System Management."

## SCHEDULE

### B. Propulsion System:

The Propulsion System Contractors (PSCs) shall have Propulsion System Performance and Integration Responsibility (PSPIR) for their JSF Propulsion System. PSPIR is defined as the responsibility for ensuring that the overall performance of the JSF Propulsion System meets all requirements defined in the PSCs' Contract Schedules, Statements of Work, Contract Specifications, and Air Vehicle and Propulsion System Interface Control Documents. PSPIR includes design optimization and integration of all systems, subsystems, components, and common propulsion hardware, whether furnished by the Government, managed by the Government or its designated agent, or commercially acquired.

### 3. EQUITABLE ADJUSTMENTS:

Failure of any systems or infrastructure requiring interface with the JSF Air System to meet stated capabilities does not relieve the ASC of TSPIR, as the ASC shall avoid or mitigate any impacts to the Air System to the maximum extent practicable. However, the parties agree that equitable adjustments will be made to the cost, schedule, JSF Air System Contract Specification, award fee criteria and other affected requirements of the Air System contract for Air System impacts resulting from changes to any systems or infrastructure requiring interface with the JSF Air System capabilities. All equitable adjustments to the JSF Air System contract for the above changes shall be processed pursuant to the procedures of the "Changes" clause of the JSF Air System contract.

Failure of the JSF Propulsion System(s) to meet the JSF Propulsion System contract (P&W or GEAE) specification requirements does not relieve the ASC of TSPIR, as the ASC shall avoid or mitigate any impacts to the Air System to the maximum extent practicable. However, the parties agree that equitable adjustments will be made to the cost, schedule, JSF Air System Contract Specification, award fee criteria and other affected requirements of the Air System contract for Air System impacts resulting from changes to the Propulsion System Specification and/or the Propulsion System Interface Control Document (ICD), or from the late delivery of or delivery of defective government furnished JSF Propulsion Systems. All equitable adjustments to the Air System contract for the above changes shall be processed pursuant to the procedures of the "Changes" clause of the JSF Air System contract.

For all other government-furnished items, the provisions of FAR 52.245-5, "Government Property," shall apply.

## SCHEDULE

### **H-16 ASSOCIATE CONTRACTOR (NAVAIR 5252.245-9520) (MAY 1992)**

(a)(1) This clause is intended to ensure that there will be appropriate coordination/integration of work by the JSF associate contractors to ensure complete compatibility between equipment, data, and services for the JSF to prevent unnecessary duplication of effort and in order to maximize commonality.

(2) The price of this contract makes provision for the performance of the work called for in the Associate Contractor Agreements as required by this clause, in support of this contract.

(b) The Associate Contractors are as follows:

Contractor

Responsibility

#### **PROVIDED BY OFFEROR**

(c) The contractor shall work and maintain close liaison with the associate contractors listed in paragraph (b) above. In order to assure accomplishment of this objective, the contractor shall enter into written agreements with each of the other applicable associate contractors.

(d) Each written agreement between the contractor and an associate contractor shall provide for complete and unbiased exchange of technical information and interface data relating to their detailed responsibilities and procedures. The following is a guide to be used in the development of each agreement:

(1) Identification of the data and information to be furnished among the associate contractors to facilitate procedures/schedules for the exchange of information and/or data. Descriptive detail of the data and/or information to be furnished or exchanged, with a specific date for delivery of each item thereof and containing such other mutual covenants and agreements that may be desirable or required to assure delivery or exchange of said data and/or information in a timely manner and in a condition suitable for use by the recipient. (For example, this may extend to all information pertaining and essential to the design, development, fabrication, test, interface, modification and installation of equipment and provision of services hereunder to the extent that each party may require such information to ensure the compatibility of their respective equipment, data and services.)

(2) To be provided by one contractor to another (including such services as clerical support to visiting associate contractor personnel, unscheduled maintenance and technical support for equipment, etc.) to facilitate the performance of the respective contracts and the period(s) of time the services are to be provided to assure necessary interface actions and support activities.

(3) The materials to be provided to each other by the respective contractors in performance.

(4) The facilities and their location to be provided by each contractor to accommodate personnel assigned to provide the associate contractor's integration and support services, assurance of adequate working areas, power requirements, office space and communication equipment which are essential for timely completion of the integration/support services.

(5) Delineation of respective interface responsibilities.

## SCHEDULE

(6) Provision for furnishing copies of communications relative to performance of associate contractor responsibilities.

(e) In the event this exchange of information/data results in access to limited rights data the contractor hereby agrees not to utilize such limited rights data acquired under the exchange or to manufacture itself those items identified above, or components thereof.

(f) In the event limited rights data is obtained from the contractors designated herein, the contractor agrees to obtain in writing from each of his employees whose responsibility in connection with work under this contract involves access to this data, an agreement which in substance provides a statement that said employee(s) will not, during his employment by the contractor or thereafter, disclose to employees of the company submitting unlimited rights information, employees other than the contractor's employees for use for his own benefit or the future benefit of any other individual, corporation or any organization, any limited rights information/data to which he had access in connection with this contract. Nothing contained in this provision applies to data furnished voluntarily by individuals, corporations or organizations without limitations as to use or to data which falls within public domain.

(g) Each Associate Contractor Agreement shall be submitted to the Government for review prior to execution. Following Government concurrence and execution by both associate contractors, each Associate Contractor Agreement may be made an attachment to this contract. The Associate Contractor Agreements are for information purposes only and shall not be subject to or governed by this contract. In the event of a conflict between the terms of this contract and terms of the aforesaid agreement, the terms of this contract shall control.

(h) Where the contractor and an associate contractor fail to agree upon action to be taken in connection with their respective responsibilities, each contractor shall promptly bring the matters to the attention of the cognizant PCO and furnish the contractor's recommendations for a solution. The contractor shall not be relieved of its obligations to make timely deliveries or be entitled to any other adjustment because of failure of the contractor and its associate to promptly refer matters to the PCO or because of failure to implement PCO directions.

### **H-17 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252.2) (FEB 1998) (DEVIATION)**

Clauses incorporated into this contract by reference have the same force and effect as if they were given in full text. The full text of any clause incorporated by reference may be obtained by accessing:

<http://www.arnet.gov/far/>  
<http://www.acq.osd.mil/dp/dars/dfars.html>

PART II--CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

Clause No.	Title and Date
DFARS 252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
FAR 52.202-1	DEFINITIONS (OCT 1995)
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  (The FAR 52.203-8 clause applies to contracts exceeding \$100,000 unless a determination of inapplicability is made pursuant to 3.104-9(f)).
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)  (The FAR 52.203-10 clause applies to contracts over \$25,000).
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
DFARS 252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
DFARS 252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
FAR 52.204-2	SECURITY REQUIREMENTS (AUG 1996)  (The FAR 52.204-2 clause applies if this is a classified acquisition or contract within the contemplation of FAR 4.401.)
FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
DFARS 252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)
DFARS 252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUL 1995)

Clause No.	Title and Date
DFARS 252.209-7000	ACQUISITIONS FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
DFARS 252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
FAR 52.211-5	MATERIAL REQUIREMENTS (OCT 1997)
FAR 52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
DFARS 252.211-7000	ACQUISITION STREAMLINING (DEC 1991)
FAR 52.215-2	AUDIT AND RECORDS--NEGOTIATION (JUN 1999)
FAR 52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
FAR 52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
FAR 52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
FAR 52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
FAR 52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
FAR 52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
FAR and 52.215-21 Alt II	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (OCT 1997) AND ALT II (OCT 1997)
DFARS 252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
DFARS 252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)  (Paragraphs (d) and (e) of the DFARS 252.215-7002 clause apply ONLY if the Contractor meets the applicability criterion of paragraph (c) of the clause.)
FAR 52.216-7	ALLOWABLE COST AND PAYMENT (MAR 2000)
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)  (The FAR 52.219-8 clause applies, except as otherwise prescribed in FAR 19.708(a)).
DFARS 252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

Clause No.	Title and Date
FAR 52.222-2	PAYMENT OF OVERTIME PREMIUMS (JUL 1990)  (Paragraph (a) insert <u>Zero</u> )
FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 1995)
FAR 52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (FEB 1999)
FAR 52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)  (The FAR 52.222-35 clause applies, except as otherwise prescribed in FAR 22.1308(a).)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
FAR 52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)  (The FAR 52.222-37 clause applies in addition to the FAR 52.222-35 clause.)
FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
FAR 52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
FAR 52.223-7	NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
FAR 52.223-11	OZONE-DEPLETING SUBSTANCES (JUN 1996)
FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
DFARS 252.223-7001	HAZARD WARNING LABELS (DEC 1991)
DFARS 252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
FAR 52.225-8	DUTY-FREE ENTRY (FEB 2000)  ( ) In (c)(1) and (j)(2) of the FAR 52.225-8 clause, the dollar figure of "\$10,000" is reduced to "\$ ."
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
DFARS 252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)



Clause No.	Title and Date
	(The DFARS 252.225-7001 clause applies, except as otherwise prescribed in DFARS 225.1 and 225.3.)
DFARS 252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)  (The DFARS 252.225-7002 clause applies when the DFARS 252.225-7001, "Buy American Act" clause is included in the contract.)
DFARS 252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (MAR 1998)
DFARS 252.225-7010	DUTY FREE ENTRY--ADDITIONAL PROVISIONS (MAR 1998)  (The DFARS 252.225-7010 clause applies in addition to the FAR 52.225-10 clause.)
DFARS 252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 1999)
DFARS and 252.225-7014 Alt I	PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998) AND ALTERNATE I (MAR 1998)
DFARS 252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (AUG 1998)
DFARS 252.225-7022	RESTRICTION ON ACQUISITION OF POLYACRYLONITRILE (PAN) CARBON FIBER (JUN 1997)
DFARS 252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (JUN 1997)
DFARS 252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAR 1998)  The DFARS 252.225-7026 clause applies to any contract for other than commercial items as defined by DFARS 225.7203 with an estimated or actual value exceeding \$500,000 including those modified to exceed \$500,000. The clause implements 10 U.S.C. 2410, which requires advance notification of contract performance outside the United States and Canada when the contract could have been performed inside the United States or Canada.)
DFARS 252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)  (The clause applies if the Offeror is a foreign person, company or entity as defined by paragraph (a), "foreign person.")
DFARS 252.225-7032	WAIVER OF UNITED KINGDOM LEVIES (OCT 1992)
FAR 52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)
FAR and 52.227-1 Alt I	AUTHORIZATION AND CONSENT (JUL 1995) AND ALTERNATE I (APR 1984)
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

Clause No.	Title and Date
FAR 52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (APR 1984)  (The FAR 52.227-10 clause applies if this is a classified acquisition or contract within the contemplation of FAR 4.401.)
FAR 52.227-12 and Alt 1	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) AND ALTERNATE 1 (JAN 1989)  (FAR 52.227-12 Alternate I adds the following sentence at the end of paragraph (b) of the basic clause: “The license shall include the right of the Government to sublicense foreign governments, their nationals, and international organizations pursuant to the following treaties or international agreements: <b>JSF EMD Framework MOU.</b> ”)
DFARS and 252.227-7013 Alt I	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995) AND ALTERNATE I (JUN 1995)
252.227-7014 Alt I	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL SOFTWARE DOCUMENTATION (JUN 1995) AND ALTERNATE I (JUN 1995)
DFARS 252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
DFARS 252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
DFARS 252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
DFARS 252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
DFARS 252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)  ( ) In paragraph (a) of the DFARS 252.227-7030 clause, "ten percent (10%)" is reduced to " __ percent ( %)."
DFARS 252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
DFARS 252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
FAR 52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
DFARS 252.228-7002	AIRCRAFT FLIGHT RISK (SEP 1996)
DFARS 252.228-7005	ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)

Clause No.	Title and Date
FAR 52.229-8	TAXES—FOREIGN COST REIMBURSEMENT CONTRACTS (MAR 1990)  (In paragraph (a) of the FARS 52.229-8 clause: “Any tax or duty from which the United States Government is exempt by agreement with the Government of <b><u>NOT APPLICABLE</u></b> , or from which the Contractor or any subcontractor under this contract is exempt under the laws of <b><u>PROVIDED BY THE OFFEROR</u></b> , shall not constitute an allowable cost under this contract.”)
FAR 52.230-2	COST ACCOUNTING STANDARDS (APR 1998)  (The FAR 52.230-2 clause applies, except as otherwise prescribed in FAR 30.201-1 and 30.201-2.)
FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
FAR 52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
FAR 52.232-17	INTEREST (JUN 1996)
FAR 52.232-18	AVAILABILITY OF FUNDS (APR 1984)
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
FAR 52.232-25	PROMPT PAYMENT (JUN 1997)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
FAR and 52.233-1 Alt I	DISPUTES (DEC 1998) AND ALTERNATE I (DEC 1991)  (Paragraph (i) from FAR 52.233-1 Alternate I is substituted for paragraph (i) of the basic FAR 52.233-1 clause.)
FAR and 52.233-3 Alt I	PROTEST AFTER AWARD (AUG 1996) AND ALTERNATE I (JUN 1985)
FAR 52.234-1	INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
DFARS 252.234-7001	EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)
DFARS 252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
DFARS 252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)
DFARS 252.239-7016	TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
FAR	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

Clause No.	Title and Date
52.242-1	
FAR 52.242-3	PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)
FAR 52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
FAR 52.242-12	REPORT OF SHIPMENT (REPSHIP) (JUL 1995)
FAR 52.242-13	BANKRUPTCY (JUL 1995)
DFARS 252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
DFARS 252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)  (Paragraphs (d) and (e) of the DFARS 252.242-7004 clause apply ONLY if the Contractor meets the applicability criterion of paragraph (c) of the clause.)
DFARS 252.242-7005	COST/SCHEDULE STATUS REPORT (MAR 1998)
FAR and 52.243-2 Alt V	CHANGES--COST-REIMBURSEMENT (AUG 1987) AND ALTERNATE V (APR 1984)
FAR 52.243-6	CHANGE ORDER ACCOUNTING (APR 1984)
FAR 52.243-7	NOTIFICATION OF CHANGES (APR 1984)  (In paragraph (b) of the FAR 52.243-7 clause, the calendar days shall read "within fifteen (15) calendar days" and in paragraph (d), the calendar days shall read "within thirty (30) calendar days.")
FAR and 52.244-2 Alt I	SUBCONTRACTS (AUG 1998) AND ALTERNATE I (AUG 1998)
FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)
DFARS 252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
FAR 52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
FAR 52.245-18	SPECIAL TEST EQUIPMENT (FEB 1993)
DFARS 252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
FAR 52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997)  (FAR 52.246-24 clause applies to Item 0001.)
FAR 52.246-25	LIMITATION OF LIABILITY--SERVICES (FEB 1997)
DFARS	WARRANTY OF DATA (DEC 1991)

<u>Clause No.</u>	<u>Title and Date</u>
252.246-7001	
FAR 52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
FAR 52.249-6	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)
DFARS 252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)
FAR 52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
DFARS 252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)
FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)
FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

### PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

#### SECTION J – LIST OF ATTACHMENTS

##### Documents, Exhibits, and Other Attachments

Attachment (1)	JSF Engineering and Manufacturing Development Statement of Work
Attachment (2)	JSF Air System Contract Specification
Attachment (3)	Integrated Master Plan
Attachment (4)	Contract Work Breakdown Structure
Attachment (5)	Master Government Furnished Property List
Attachment (6)	Data to Be Provided with Less Than Unlimited Rights
Attachment (7)	Award Fee Evaluation Criteria Matrix – Adjective Definitions and Descriptions
Attachment (8)	Comprehensive Small Business Subcontracting Plan (Incorporated by Reference)
Attachment (9)	Contract Security Classification Specification, DD Form 254
Attachment (10)	Contractor Cost Data Reporting (CCDR) Plan
Attachment (11)	Joint Strike Fighter EMD Air Vehicle Prime Contract, Contract Software Measurement (CSM) Plan & DD Form 2630-R
Attachment (12)	Appropriation Data Sheet
Exhibit A (Item 0002)	Contract Data Requirements List

Attachment (1)

JSF Engineering and Manufacturing Development Statement of Work

**TO BE PROVIDED BY OFFEROR**

Attachment (2)

JSF Air System Contract Specification

**TO BE PROVIDED BY OFFEROR**



Attachment (3)

Integrated Master Plan

**TO BE PROVIDED BY OFFEROR**

Attachment (4)

Contract Work Breakdown Structure

**TO BE PROVIDED BY OFFEROR**

Attachment (5)

Master Government Furnished Property List

**TO BE PROVIDED BY OFFEROR**

SEE EXCEL SPREADSHEET Attach 5 - GFE.XLS FOR FORMAT

Attachment (6)

Data to Be Provided with Less Than Unlimited Rights

**TO BE PROVIDED BY OFFEROR**

SEE EXCEL SPREADSHEET Attach 6, "Identification and Assertion of Use, Release, or Disclosure Restrictions" FOR FORMAT

Attachment (7)

Award Fee Evaluation Criteria Matrix – Adjective Definitions and Descriptions

INCLUDED IN SEPARATE FILE

Attach 7 -Air System Award Fee Evaluation Criteria Matrix (clean).doc

Attachment (8)

FY 01 Comprehensive Small Business Subcontracting Plan

(Incorporated by Reference)

**TO BE PROVIDED IN PROPOSAL BY OFFEROR**

ACTUAL PLAN DATE SUBJECT TO CHANGE BASED ON CONTRACT EXECUTION DATE

Attachment (9)

Contract Security Classification Specification, DD Form 254

INCLUDED IN SEPARATE FILE

Attach 9 – DD Form 254.doc

Attachment (10)

Contractor Cost Data Reporting (CCDR) Plan

INCLUDED IN SEPARATE FILES

Attach 10 - CCDR Plan.doc  
Attach 10 - CCDR Plan.xls



Attachment (11)

Joint Strike Fighter EMD Air Vehicle Prime Contract  
Contract Software Measurement (CSM) Plan  
& DD Form 2630-R

INCLUDED IN SEPARATE FILES

Attach 11 – CSM Plan.doc  
Attach 11 – DD Form 2630.xls  
Attach 11- Draft CSMP.xls

Attachment (12)

Appropriation Data Sheet

**TO BE PROVIDED BY GOVERNMENT UPON CONTRACT AWARD**

Exhibit (A)

Contract Data Requirements List

INCLUDED IN SEPARATE FILE

The release of this package does not imply the release of all the items contained herein

Exhibit A – EMD CDRLs (Clean).doc

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

In addition to the representations, certifications, and other statements of offer set forth in this Section K, the Offeror must state the information which may be requested elsewhere in this solicitation.

The Offeror represents and certifies as part of his offer that:

**(CHECK OR COMPLETE ALL APPLICABLE SPACES OR BLOCKS)**

### **K-1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (FAR 52.203-11)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**K-2 TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)**

(a) Definitions.

“Common parent,” as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_\_\_ TIN:\_\_\_\_\_.

\_\_\_\_\_ TIN has been applied for.

\_\_\_\_\_ TIN is not required because:

\_\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- \_\_\_\_\_ Sole proprietorship;
- \_\_\_\_\_ Partnership;
- \_\_\_\_\_ Corporate entity (not tax-exempt);
- \_\_\_\_\_ Corporate entity (tax-exempt);
- \_\_\_\_\_ Government entity (Federal, State, or local);
- \_\_\_\_\_ Foreign government;
- \_\_\_\_\_ International organization per 26 CFR 1.6049-4;
- \_\_\_\_\_ Other \_\_\_\_\_.

(f) Common Parent.

\_\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K-3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it \_\_\_\_\_ is a women-owned business concern.

**K-4 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING  
(AUG 1999) (DFARS 252.204-7001)**

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**K-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND  
OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are \_\_\_\_\_ are not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_\_\_ are not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_\_\_ has not \_\_\_\_\_, within a three-year period preceding this offer, had one or more contracts Terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-6 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)**

(a) Definitions. As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or



(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

**K-7 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT  
(SEP 1994) (DFARS 252.209-7002)**

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government

Description of Interest, Ownership Percentage, and Identification of Foreign Government

**K-8 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS  
(MAR 1998) (DFARS 252.209-7003)**

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38.U.S.C. 4212(d).

**K-9 PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-6)**

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, \_\_\_\_\_intends, \_\_\_\_\_does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance  
(street address, city,  
state, county, zip code)

Name and address of owner  
and operator of the plant  
or facility if other than  
Offeror or respondent

**K-10 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) (FAR 52.219-1) AND  
ALT I AND II**

(a)

(1) The standard industrial classification (SIC) code for this acquisition is \_\_\_\_\_ *[insert SIC code]*.

(2) The small business size standard is \_\_\_\_\_ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it \* is, \* is not a women-owned small business concern.

(4) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It \_\_\_\_\_ is, \_\_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_\_\_ is, \_\_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(5) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]*

The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K-11 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)**

The Offeror represents that--

- (a) It \_\_\_\_\_ has, \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It \_\_\_\_\_ has, \_\_\_\_\_ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K-12 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)**

The Offeror represents that (a) it \_\_\_\_\_ has developed and has on file, \_\_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K-13 IDENTIFICATION OF FIRST TIER SUBCONTRACTORS FOR PRE-AWARD CLEARANCE PURPOSES (FEB 1995) (NAVAIR 5252.222-9501) (DEVIATION)**

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the Bidder/Offeror will identify any first-tier subcontractors proposed and estimated at \$ 10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract (if known) in the space provided below or on a separate sheet of paper that is both provided with the proposal and clearly labeled.

(b) For the purpose of this clause, "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee), (1) for furnishing supplies or services or for use of real or personal property, including lease arrangements, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

**K-14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C.13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- \_\_\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C.11023(c);
- \_\_\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C.11023(b)(1)(A);
- \_\_\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- \_\_\_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation; or
- \_\_\_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K-15 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)  
(DFARS 252.225-7000)**

- (a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
- (c) *Certifications.*

- (1) The Offeror certifies that—
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
  - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

- (3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

**K-16 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998) (DFARS 252.225-7003)**

(a) Does the Offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the Offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry—Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry—Eligible End Products clause of this solicitation?

Yes \_\_\_\_\_

No \_\_\_\_\_

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes \_\_\_\_\_

No \_\_\_\_\_

(2) Has the duty on such foreign supplies been paid?

Yes \_\_\_\_\_

No \_\_\_\_\_

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?  
\$ \_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

**K-17 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (DFARS 252.227-7017) (JUN 1995)**

(a) The terms used in this provision are defined in the following clause or clauses contained in this solicitation--

(1) If a successful Offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful Offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or



suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions* (LIST)*****	Basis for Assertion**  (LIST)	Asserted Rights Category***  (LIST)	Name of Person Asserting Restrictions**** (LIST)
--	--	--	---

\* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\* Corporation, individual, or other person, as appropriate.

\*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An Offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**K-18 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995) (DFARS 252.227-7028)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including when applicable, identification of the earliest date the limitations expire.

**K-19 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000) (FAR 52.230-1)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. Disclosure Statement--Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate space below:

\_\_\_\_\_ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

\_\_\_\_\_ (2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

\_\_\_\_\_ (3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

\_\_\_\_\_ (4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the space below. Checking the space below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

\_\_\_\_\_ The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

\_\_\_\_\_ yes    \_\_\_\_\_ no

#### **K-20    GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (APR 1985) (NAVAIR 5252.245-9506)**

Offeror/Quoter represents that, to his knowledge, contract performance \_\_\_\_\_ does, \_\_\_\_\_ does not, involve the acquisition of Government production and research property, as defined in FAR 45.301, the disposal of which may be restricted by patent or other rights (see FAR 45.309(b)).(n)

#### **K-21    FREIGHT CLASSIFICATION DESCRIPTION (APR 1984) (FAR 52.247-53)**

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as Offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

For Freight Classification Purposes, Offeror Describes This Commodity as \_\_\_\_\_.

**K-22 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**  
**(DFARS 252.247-7022)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

### **L-1 AVAILABILITY OF TECHNICAL DOCUMENTS REFERENCED IN THE SOLICITATION**

Offerors will be provided all unclassified JMS reference documents the JSFPO has in its possession. The documents will either be in electronic format (on CDs) or in hardcopy. Classified reference documents will be posted on the JSF Secret Network. The JSFPO will provide updates to the CDs as the remaining reference documents are acquired.

### **L-2 SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Procuring Contracting Officer, Joint Strike Fighter Program Office, 1213 Jefferson Davis Highway, Suite 600, Arlington, VA 22202.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L-3 PROTEST/APPEAL FILED WITH THE NAVAL AIR SYSTEMS COMMAND (NAVAIR 5252.233-9500) (MAR 1999)**

(a) Agency protests/appeals will be processed in accordance with the procedures established at FAR 33.103. A protest to the Naval Air Systems Command shall be filed with the Contracting Officer whose name and address are shown in FAR Clause 52.233-2, "Service of Protest " of this solicitation.

(b) The protester may request an independent review of the Contracting Officer's decision on the protest by filing a written appeal with:

Department of the Navy  
Naval Air Systems Command  
Code AIR-2.0  
Building 2272, Suite 543  
47123 Buse Road  
Patuxent River, MD 20670-1547

(c) The appeal must be received by the Chief of the Contracting Office within 10 calendar days after the Contracting Officer's protest decision was issued. The appeal shall include (1) the name, address, and fax and telephone numbers of the appellant; (2) the solicitation or contract number; (3) a detailed statement of the factual grounds for the appeal, to include a description of resulting prejudice to the appellant; (4) copies of relevant documents; (5) a request for an independent review by the Chief of the Contracting Office; (6) a statement as to the form of relief requested; and, (7) all information establishing the timeliness of the appeal.

**L-4 USE OF CONTRACTOR SUPPORT SERVICES**

(a) Prospective Offerors are hereby notified that the JSFPO intends to utilize the following contractors to support the electronic process of evaluating proposals received in response to this solicitation:

ANSER  
1215 Jefferson Davis Highway, Suite 800  
Arlington, VA 22202-3251  
Attn: Jennifer Joyce  
Phone: 703 416-3465

Stanley Associates  
300 N Washington St., Suite 400  
Alexandria VA 22314-2530  
Attn: Brian Bataille  
Phone: 703-414-1671

Holmes-Tucker International, Inc.  
2102 Executive Drive  
Tower Box 82  
Hampton, VA 23666  
Attn: Brian Bataille (Stanley Assoc.)  
Phone: 703-414-1671

Dynamics Research Corporation  
60 Frontage Road  
Andover, MA 01810  
Attn: Andy Rempis  
Phone: 978-475-9090 x2220

Integrated Data Systems  
14160 Newbrook Drive, Suite 210  
Chantilly VA 20151-2223  
Attn: Brian Bataille (Stanley Assoc.)  
Phone: 703-414-1671

(b) Contractor personnel used to support the electronic evaluation process will be required to sign non-disclosure statements. Such personnel will not be used to evaluate or assess proposals. Submission of a proposal will be deemed to be the Offeror's consent to Government use of the aforementioned contractor personnel to support the electronic evaluation process.

**L-5 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)**

(a) It is the JSFPO policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, JSFPO procurements:

(1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component, or process; and

(2) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS.

(c) For the purposes of JSFPO policy, the following are Class I ODS:

(1) Halons: 1011, 1202, 1211, 1301, and 2402.

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503.

(3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The JSFPO has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

None.

(e) To assist the JSFPO in implementing this policy, the Offeror/contractor is encouraged, but not required, to notify the contracting officer if any Class I ODS not specifically listed above, is required in the performance of this contract.



## **L-6 RESTRICTIONS ON CONTACT WITH GOVERNMENT PERSONNEL**

Upon formal release of the Joint Strike Fighter EMD Call for Improvement, the Government will impose and enforce processes to control contact between the prospective Offerors and Government personnel. The purpose of these processes is to ensure the integrity of the JSF Source Selection. In short, the processes will require that authorization from the Procuring Contracting Officer be obtained before any JSF-related contact occurs between a prospective Offeror (to include all potential suppliers) and any Government representative (to include representatives of foreign governments). In addition, any Offeror contact regarding non-JSF related issues with any JSF affiliated Government representative must be authorized by the Procuring Contracting Officer. As a point of clarification, industry-to-industry contact does not require authorization, but contact with Government representatives on industrial matters does. Casual contact at symposia or public industry events does not require authorization, although JSF discussions of any but the most general nature must be avoided. Further guidance will be provided by the Procuring Contracting Officer under separate cover.

## **L-7 FUNDING PROFILE**

The funding profile below for the Future Year Defense Program (FYDP, fiscal years 2002 through 2007) is provided for planning purposes only. The profile set forth below is the Government's planned funding (TY \$ in Millions) for the total cost plus award fee for performance of the JSF Air System EMD contract and the separate Pratt and Whitney JSF Propulsion System EMD contract. The values for the Pratt and Whitney contract will be provided under separate cover.

The Offeror should consider the Government's FYDP funding profile when it proposes its best value approach for the JSF Air System EMD contract in accordance with the solicitation. Deviation from the Government funding profile is permitted. The Offeror should identify any discrepancies between this profile and what the Offeror believes is the optimal/realistic funding profile for the program. However, the Offeror is advised that though the budget amounts are subject to change for any given fiscal year, adjusting funding levels in early years of the FYDP is significantly more difficult than adjusting funding levels in later years of the FYDP.

TY \$ in Millions

<u>FY02</u>	<u>FY03</u>	<u>FY04</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>
\$XXX	\$XXX	\$XXX	\$XXX	\$XXX	\$XXX

This planned funding profile does not include any costs associated with allowing the Contractor or Pratt and Whitney to use Government Furnished Property/ Government Furnished Facilities.

**L-8 RESERVED**

**L-9 RESERVED**

**L-9 RESERVED**

**L-10 RESERVED**

**L-11 RESERVED**

## L-12 CONTENT OF PROPOSALS

### SEE SEPARATE FILE

#### SECTION L – PROVISIONS INCORPORATED BY REFERENCE:

<u>Clause No.</u>	<u>Title and Date</u>
FAR 52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)
DFARS 252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)
FAR 52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)  check one: ___ DX or <u> X </u> DO rated order
FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
FAR 52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY (APR 1991)
FAR 52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (FEB 2000)
FAR 52.215-16	FACILITIES CAPITAL COST OF MONEY (OCT 1997)
FAR 52.216-1	TYPE OF CONTRACT (APR 1984)  Fill in: Cost Plus Award Fee (CPAF)
FAR 52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
FAR 52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES (FEB 2000)
FAR 52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)
DFARS 252.234- 7000	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM
FAR 52.247-50	NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)
FAR 52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERNENCE (FEB 98)
FAR 52.252-3	ALTERATIONS IN SOLICITATION (APR 1984)
FAR 52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

## SECTION M - EVALUATION FACTORS FOR AWARD

### M-1 BASIS FOR CONTRACT AWARD

INCLUDED IN SEPARATE FILE

### M-2 USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (NAVAIR 5252.245-9504) (MAR 1999)

(a) Policy. It is the policy of the Department of Defense to put Government production and research property which is in the possession of a contractor or subcontractor to the greatest possible use in the performance of Government contracts or subcontracts, so long as such use does not confer a competitive advantage on the contractor or subcontractor contrary to the provisions of FAR Part 45. When necessary to eliminate the competitive advantage that might otherwise arise out of the use of Government production and research property, it is the policy of the Department of Defense to use a rental equivalent in evaluating solicitations, or, where use of a rental equivalent is not practical, to charge rent for such use. To that end, the following information is provided and the following questions are asked. (For definitions and a detailed statement of the policy involved, see FAR Part 45.)

(b) Offer of Existing Government Production and Research Property.

None.

(c) Need of Offeror/Quoter or his Anticipated Subcontractors for Use of Existing, Additional or Replacement Special Test Equipment or Special Tooling. (Note: All spaces in this paragraph (c) to be checked and information supplied, as appropriate, by Offeror/Quoter.)

(1) Existing Government Production and Research Property. Performance of work under the proposed contract will require the use of Government production and research property already in the possession of -

- \_\_\_\_\_ (i) Offeror/Quoter,  
\_\_\_\_\_ (ii) any of his anticipated subcontractors.

(2) Additional or Replacement Special Test Equipment. Performance of work under the proposed contract will require the Government to provide additional or replacement special test equipment -

- \_\_\_\_\_ (i) for Offeror/Quoter,  
\_\_\_\_\_ (ii) for any of his anticipated subcontractors.

If either space is checked and the exact nature of the special test equipment involved is known, Offeror/Quoter shall identify each item to be acquired for the Government as a separate item or by category if individual items are low in value. If the exact nature of the equipment is known, Offeror/Quoter shall define the extent to which the contractor will be responsible for acquiring special test equipment for the Government and the contract shall contain the information. In such case, the clause set forth in FAR Clause 52.245-18, "Special Test Equipment" will be inserted in the contract.

(3) Additional or Replacement Special Tooling. Performance of the work under the proposed contract will require the Government to provide additional or replacement special tooling -

- \_\_\_\_\_ (i) for Offeror/Quoter,
- \_\_\_\_\_ (ii) for any of his anticipated subcontractors.

If either space is checked, Offeror/Quoter shall identify each item of the special tooling separately to the maximum extent practicable, or by category if individual items are low in value. If such identification is impracticable and the proposed contract is of a fixed-price type, the clause set forth in FAR Clause 52.245-17, "Special Tooling" will be included in the contract. All such special tooling costs shall be set forth in the cost and pricing data and supporting attachments. Additional justification supporting those costs may be requested at or prior to negotiations.

(4) Screening Government Special Test Equipment. With respect to (2) above, for items listed in DFARS 245.301 having an item acquisition cost of \$10,000 or more, the Offeror/Quoter selected for the proposed contract will be required to submit, for himself and for his subcontractors, DOD Production Equipment Requisition/Non-Availability Certificate (DD Form 1419) to Defense Industrial Plant Equipment Center (DIPEC), Memphis, Tennessee 38102 (via the Contracting Officer) to ascertain whether any existing Government-owned facilities or special test equipment can be utilized. Items listed in DFARS 245.301 will not be permitted to be acquired within the notice period specified in FAR Clause 52.245-18, unless a certificate of non-availability is received from DIPEC.

(d) Eliminating Competitive Advantage.

(1) Method. With respect to the use of Government production and research property by Offeror/Quoter, the Government will either -

- \_\_\_\_\_ (i) charge rent in accordance with FAR 45.202-2, or
- ☒ (ii) use an evaluation factor in lieu of rent, in accordance with FAR 45.201 (but see (e)(2) below).

If (i) is checked, the information required by (e)(1) below need not be furnished. However, Offeror/Quoter may use the property only after obtaining the written approval of the Contracting Officer having cognizance of the property, in accordance with FAR 45.202-2.

(2) Use of Government Production and Research Property in Excess of Authorization. No rent-free use of Government production and research property other than as described and permitted in the executed contract (both as to items and extent of use) shall be authorized after award unless such use is approved in writing by the Contracting Officer cognizant of the property, and either -

- (i) rent calculated in accordance with FAR 45.403 is charged, or
- (ii) the contract price is reduced by an equivalent amount.

(e) Additional Information. (Note: All spaces in this paragraph (e) to be checked and information supplied, as appropriate by Offeror/Quoter.)

(1) Information Relating to Evaluation Factor. If Offeror/Quoter or any of his anticipated subcontractors intends to use existing, additional or replacement Government production and research property in the

performance of the proposed contract, and an evaluation factor in lieu of rent is to be used (see (d) above), the Offeror/Quoter shall submit -

- (i) a list or description of all property involved which he or his anticipated subcontractors propose to use;
- (ii) with respect to such property already in the possession of the Offeror/Quoter and his anticipated subcontractors, identification of the contract or contracts under which the property is held and written permission for such use by the Contracting Officer having cognizance of the property;
- (iii) the months during which such property will be available for use.

(2) Use of Evaluation Factor Not Practical. Use of an evaluation factor referred to in (d)(1)(ii) above is not practical -

- \_\_\_\_\_ (i) for Offeror/Quoter,
- \_\_\_\_\_ (ii) for any of his anticipated subcontractors.

If either space is checked, the Offeror/Quoter should give brief supporting reasons. If reasons are accepted, rent will be charged for the use of Government production and research property under the proposed contract or subcontract(s), as appropriate, notwithstanding the Government's contrary intention indicated in (d)(1)(ii) above.

(3) Notice of Possible Restrictions on Disposal of Government Production and Research Property. In accepting the use of any Government production and research property pursuant to this solicitation, Offeror/Quoter covenants that he will not act so as to create restrictions on the disposal of such property, except as indicated below:

- \_\_\_\_\_ (i) Offeror/Quoter intends to install or construct the Government production and research property (other than foundations or similar improvements necessary for the installation of special tooling, special test equipment and plant equipment) provided for the proposed contract on land now owned by the Government in such fashion as to be nonseverable,
- \_\_\_\_\_ (ii) patent or other proprietary rights may restrict the disposal of the Government production and research property provided for the performance of the proposed contract.

If either space is checked, the conditions specified in FAR 45.309 must be satisfied.